

1 Toscano from Davis Polk.

2 JUDGE SIPPEL: Okay, go ahead.
3 Yes, sir. You first, and then you second.

4 MR. MILLS: I'm sorry. With
5 respect to that, I don't agree with that at
6 all, because the written direct testimony is
7 going to be carefully tailored just to the
8 direct case that that witness is presenting.
9 It doesn't reveal anything that you would get
10 in discovery, even in document discovery, that
11 you would want for cross examination on many,
12 many issues, so I don't think that filing pre-
13 filed direct testimony obviates the need for
14 discovery. I don't think that makes any
15 sense.

16 JUDGE SIPPEL: And?

17 MR. TOSCANO: Also, Your Honor,
18 David Toscano of Davis Polk on behalf of
19 Comcast. We're also litigating against the
20 NFL, as you know, in New York State Court on
21 related issues. And we have found through
22 discovery obviously that the discovery we have

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 gotten has significantly undermined the
2 litigation positions that the NFL has taken in
3 the case. And without access to that
4 discovery, we wouldn't be able to do that. So
5 to say that the only purpose of discovery is
6 to allow cross examination, that would be
7 obviated by seeing declarations in advance
8 does not go to one of the central purposes for
9 which we need discovery.

10 JUDGE SIPPEL: Why did you say you
11 need discovery? You've got a case going on up
12 in New York State. It's already been up to
13 the Court of Appeals there.

14 MR. TOSCANO: To the First
15 Department, which is the intermediate
16 Appellate Court.

17 JUDGE SIPPEL: Okay.

18 MR. TOSCANO: And in that case -

19 JUDGE SIPPEL: But you got a lot
20 of discovery before it got up there, didn't
21 you?

22 MR. TOSCANO: We did not. That

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 was actually done on a summary judgment motion
2 that was principally on the plain meaning of
3 the parties carriage agreement. And after it
4 came back down from the intermediate court for
5 factual discovery as to the parties' intent to
6 that carriage agreement. And what I'm saying
7 is that the discovery we have gotten has
8 shown, has undermined the NFL's litigation
9 position. And if we were to go into a hearing
10 without that discovery and just an opportunity
11 to cross examine the witnesses based on direct
12 testimony, that would not have occurred.

13 MR. LEVY: Your Honor, if I may.
14 Obviously, I disagree with Mr. Toscano's
15 characterization, but let's focus on what the
16 issues are in this case. The issue in this
17 case is -- take the NFL-Comcast case, is
18 whether Comcast has discriminated against the
19 NFL network, and thereby undermined its
20 ability to compete in the marketplace. And,
21 if so, what the remedy should be. That has
22 nothing to do with the question of what the

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 parties' intent was in entering into a
2 carriage agreement.

3 The facts, as we suggest, are very
4 straightforward. They were to a large extent
5 reflected in the material submitted with our
6 complaint. And either Comcast is providing
7 carriage on a differential tier to similarly
8 situated networks, networks that it owns and
9 the NFL Network, or it's not. That's the
10 issue. And as far as the bases upon which
11 competition, the NFL Network's ability to
12 compete has been diminished, we've articulated
13 that and offered evidence in support of that
14 with our verified statements. And Comcast is
15 in a position to cross examine if it takes
16 issue with those conclusions. But the notion
17 of opening this up to broad discovery, and the
18 suggestion that that will somehow undermine
19 our litigation position doesn't make any
20 sense, given the issues that the Commission
21 has to address here.

22 JUDGE SIPPEL: Wait just a second

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 now. Did they finally -- did the court make
2 a final decision with respect to what the -

3 MR. LEVY: The court found that
4 the contract was ambiguous, and it remanded
5 for discovery, and if necessary, a jury trial
6 on the issue of what the parties' intent was.

7 JUDGE SIPPEL: Sounds like there's
8 an issue there some place then.

9 MR. LEVY: Well, there is an issue
10 there as far as the interpretation of the
11 contract, but our position is that regardless
12 of how the contract is interpreted, Comcast is
13 still obligated to comply with the statute
14 which prohibits discrimination by vertically
15 integrated companies. The Media Bureau
16 endorsed that conclusion in its hearing
17 designation order, and we believe that that is
18 really the ultimate issue for resolution in
19 this dispute.

20 JUDGE SIPPEL: And the reason that
21 it was set down for hearing was because it
22 couldn't be resolved.

1 MR. LEVY: In this case?

2 JUDGE SIPPEL: In this case, yes.

3 MR. LEVY: The reason that it was
4 - we don't know the reason that it was sent
5 down for hearing, because the Media Bureau did
6 not identify the factual issues that it
7 concluded prevented it from resolving the
8 issues before it. It found that there had
9 been a prima facie showing, but it didn't
10 identify the factual issues as to which there
11 was a dispute.

12 JUDGE SIPPEL: Any possibility you
13 could stipulate the factual issues?

14 MR. LEVY: As to what the factual
15 issues are?

16 JUDGE SIPPEL: Yes. That seems to
17 be what's holding things up.

18 MR. LEVY: As long as it didn't
19 hold things up, we'd be willing to make an
20 effort. But, frankly, I suspect that it's not
21 likely that we are going to be able to
22 stipulate what the factual issues are, the

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 factual disputes are.

2 JUDGE SIPPEL: Well, and yet
3 you're saying that we don't need discovery,
4 and we can right into cross examination. I'm
5 the one that's at the disadvantage on this,
6 because I don't have all the history in this
7 case that you all have. But it sounds to me
8 like -- I don't mean to say that I want to
9 open the doors for unlimited discovery, but
10 certainly depositions have to be taken of
11 witnesses. The feel that I'm getting here is
12 that credibility is going to be very
13 important, and it seems the best way to start
14 with that is to take a witness' deposition.
15 Certainly, if you're going to -- and I got in
16 somebody's, maybe it was Mr. Solomon's, one of
17 your briefs that you're expecting expert
18 testimony. Usually if one side expects expert
19 testimony, the other side is going to put on
20 expert testimony, so the only way you can find
21 out what an expert is going to say, and you're
22 lucky even then, but you have to take the

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 person's deposition.

2 MR. LEVY: Your Honor, let's put
3 the expert aside for a minute.

4 JUDGE SIPPEL: Good.

5 MR. LEVY: But on the fact
6 witnesses themselves, if the proposal is that
7 we'll submit their testimony in advance, that
8 there will be a declaration or a verified
9 statement, or whatever format the Commission's
10 rules require, there's no need for deposition
11 because there's no mystery about what the
12 witness is going to testify to, what he's
13 going to say.

14 MR. SOLOMON: Your Honor, I don't
15 think it's just an issue of what he's going to
16 say within the confines of his direct case,
17 but, in general, cross examination is going to
18 be more efficient if there's been a
19 deposition, so we don't have to use cross
20 examination to sort of ask every potential
21 question to challenge what they're talking
22 about. It will help focus the hearing if, in

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 essence, there's already been a deposition so
2 that we know what we want to challenge. We
3 can move to that challenge based on the
4 depositions and the documents, and the hearing
5 can be run more efficiently.

6 JUDGE SIPPEL: Now, do I take this
7 - maybe I'm a little bit ahead of myself.
8 There has been no deposing yet. There has
9 been no deposing. Is that correct?

10 MR. SOLOMON: That's right.

11 MR. COHEN: Nor any exchange of
12 document discovery, Your Honor.

13 MR. FREDERICK: But, Your Honor,
14 again go back to what the issues are. If
15 they're going to take depositions that the
16 Mid-Atlantic Sports Network, a similarly
17 situated Comcast Sports Net Mid-Atlantic,
18 which competed over the same programming for
19 the Washington Nationals, I don't even think
20 Comcast can come in here and with a straight
21 face dispute that they are both similarly
22 situated networks. There's no credibility

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 issue involved in that, whatsoever. So,
2 really, the issue that is before you, in our
3 judgment, for which there needs to be any
4 discovery or any additional evidence, is on
5 the remedy as to whether MASN's rate is a
6 proper market-based rate in comparison to what
7 other RSNs charge. There is no evidence on
8 that in the record, and that's not really a
9 credibility issue. It's an issue of whether
10 or not a rate is one that is perceived in the
11 marketplace as a reasonable rate.

12 MR. SOLOMON: Your Honor, while I
13 understand why MASN would want to say the only
14 issue is the remedy in the case, the fact is
15 there are many more issues that were
16 designated by the Bureau, and there are
17 credibility issues and factual disputes on
18 many more issues. I'm not conceding that
19 there aren't factual disputes on what he was
20 referring to, but if you start looking at --
21 a major part of their argument has to do with
22 contract negotiations, and the parties have

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 different views on what went on in those
2 contract negotiations, and what were the
3 meaning. There are credibility issues about
4 that. And if you go directly to the hearing
5 and have to start asking every conceivable
6 question on cross examination of every
7 witness, you're ending up with a much more
8 inefficient hearing.

9 Obviously, they're going to have
10 direct testimony, whether it's written or
11 oral, it's going to focus on the portion of
12 the facts that help their case. But if you
13 haven't had discovery, you don't know anything
14 about the other portions to do effective
15 cross.

16 MR. FREDERICK: Your Honor, the
17 issue about contract negotiations in our case
18 was as a defense, and the Media Bureau
19 rejected Comcast's defense on the ground that
20 the contract displaced the arguments of
21 discrimination that we were making.

22 JUDGE SIPPEL: Say that again,

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 that discrimination -

2 MR. FREDERICK: They raised the
3 contract as a defense to our claim of
4 discrimination, and the Media Bureau rejected
5 their contract arguments as a defense.

6 JUDGE SIPPEL: The meaning of the
7 contract?

8 MR. FREDERICK: Yes, the relevance
9 of the contract, because the discrimination
10 occurred after the contract had been entered
11 into.

12 MR. SOLOMON: Your Honor, without
13 giving away the details of the theory of our
14 case at this point, but what went on in the
15 contract negotiations separate and apart from
16 the decisions on the Statute of Limitations
17 that the Media Bureau made certain conclusions
18 on really still is central to the issue before
19 the Commission. And if you decide at the
20 beginning that we're not going to be in a
21 position to challenge what they've said, even
22 if you assume it originally was a defense,

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 it's relevant to the facts what went on.
2 Trying to find out what Comcast had in mind,
3 what are the reasons, what are the
4 justifications that Comcast used for not
5 having contractual arrangements in the same
6 way that MASN wanted them. The contract is
7 extremely relevant, and what their witnesses,
8 as well as our witnesses remember about the
9 contract negotiations, and what the contract
10 was intended to do is important to the case.
11 I understand they may argue that it's not, but
12 that's what a hearing is for.

13 JUDGE SIPPEL: Is there any
14 application -- I mean, do they still use the
15 parole evidence rule in contracts, or is that
16 -- what's all this worrying about what a
17 contract means at this stage of the game?

18 MR. LEVY: Your Honor, this isn't
19 directly responsive to your question, but I
20 would invite your attention to Paragraph 72 of
21 the Hearing Designation Order, which deals
22 with the issue of the Comcast-NFL Network

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 dispute. And there the Media Bureau said,
2 "Whether or not Comcast had the right to re-
3 tier the NFL Network pursuant to a private
4 agreement is not relevant to the issue of
5 whether doing so violated Section 616 of the
6 Act and the program carriage rules."

7 In other words, the Media Bureau
8 reached the conclusion that whatever the
9 contractual relationship is between the
10 parties doesn't affect the outcome of the
11 discrimination claim. And that undermines the
12 need for any discovery, or any testimony on
13 that issue, and on the meaning of the
14 contract. We've got plenty of that going on
15 in the New York State court, but that doesn't
16 affect the issues presented here. And I think
17 that if you review Paragraph 72 of that order,
18 you'll reach the same conclusion.

19 MR. SOLOMON: Your Honor, this
20 back and forth may underscore the point made
21 previously of whether there's some value sort
22 of conceptually of figuring things out one

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 case at a time, because it does get difficult
2 in responding to Mr. Frederick's argument
3 about discovery in MASN, and we're talking
4 about the NFL at the same time.

5 JUDGE SIPPEL: Well, I hear you.
6 Yes, sir? Mr. Beckner.

7 MR. BECKNER: Yes. Judge Sippel,
8 let me -- we seem to be -- apart from
9 conflating three cases, which everybody has
10 talked about, we're also conflating, I think,
11 three questions. One, shall there be pre-
12 filed written direct or not. Two, shall there
13 be discovery of fact witnesses. And, three,
14 shall there be any discovery at all. And I
15 think we might make progress if we sort of
16 take it in baby steps. And the first question
17 being shall there be any discovery at all, and
18 just look at document requests. Shall there
19 be document requests?

20 JUDGE SIPPEL: Well, I think
21 that's an excellent point, but I was just
22 getting -

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 MR. BECKNER: And I would like to
2 speak in favor of document requests, whether
3 there's pre-filed direct or otherwise, because
4 the documents that you get from a party are
5 often one of the principal means that you use
6 to develop cross examination. It's not just
7 simply a matter of knowing what the witness is
8 going to say, it's also knowing the context,
9 the factual context in which he says it.
10 Presumably, these networks have files of
11 emails and correspondence that they've had not
12 only with our clients, but with other cable
13 networks for whom they've sought to get
14 carriage agreements, which they may or may not
15 have gotten those agreements. And that
16 certainly goes to the question of impairment.

17 I mean, again, speaking
18 hypothetically, if the perception in the whole
19 distribution industry is that a particular
20 program channel is just not attractive, that
21 goes to the question of impairment. And,
22 again, I'm not talking about -- I'm not in the

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 sports cases, so I -- I know it's difficult to
2 argue that sports programming is not
3 attractive, and so it seems to me that if we
4 could at least resolve the question of whether
5 or not there's going to be document discovery
6 in all the cases, and we put extra witness
7 discovery aside, because I think -- I would
8 hope that everyone agrees that intelligent
9 trial presentation and cross examination of
10 experts just about requires discovery, and
11 deposition of the experts in advance. Then
12 maybe we can just isolate this other issue
13 that we seem to be talking about.

14 JUDGE SIPPEL: Well, that's very
15 good comment. I was just getting intrigued
16 with this discussion here. It seems to me
17 that this side of the table, or this side of
18 the room wants to fully litigate the case, and
19 the NFL side of the table, that's
20 geographically speaking, doesn't want it. I
21 don't know what you're looking for. You
22 looking for something short of summary

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 decision, and I don't have to figure out what
2 anything means, except find out whether or not
3 there's been discrimination with respect to
4 how this has been -- the deal is structured,
5 I guess you'd say. And then what the remedy
6 might be.

7 MR. LEVY: In our view, that's all
8 there is, Your Honor. There is a separate
9 issue about whether or not Comcast put
10 pressure on the NFL network, but in terms of
11 the core section 616 claim, has there been
12 discrimination between two similarly situated
13 networks? Yes or no? If the answer is yes,
14 then there's the question of the remedy. It
15 doesn't turn on the parties' intent, the
16 parties' dealings elsewhere.

17 JUDGE SIPPEL: Finish, go ahead.

18 MR. LEVY: I mean, in our view,
19 it's a relatively straightforward question.
20 And to be quite blunt, we don't anticipate
21 offering much evidence on the violation issue
22 beyond that which accompanied our complaint.

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 Not only do we think that that satisfied our
2 prima facie burden, but we think that
3 satisfied our burden of showing a
4 preponderance. We do recognize that we need
5 to submit evidence dealing with the remedy
6 issue, and we're prepared to move forward on
7 the expeditiously. But we think this is a
8 relatively straightforward, streamlined
9 proceeding. And I suspect - I don't mean to
10 speak for the Media Bureau here, because I
11 can't - but when they entered the Hearing
12 Designation Order, and directed the ALJ to
13 come to a recommended decision within 60 days,
14 I suspect that they felt the same way.

15 JUDGE SIPPEL: I don't think
16 there's any bad faith involved here. But the
17 only thing is that -- I'm citing to Judge
18 Steinberg now, but that's -- for me, that's
19 the rule of the case, unless I'm directed to
20 do otherwise by a higher authority. And it's
21 a de novo case. That's the difference between
22 no hearing and a hearing. That doesn't mean -

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 - now, I don't mean to -- don't jump ahead of
2 me now. That doesn't mean that I want to go
3 down and drag this whole thing out going back
4 to day one, but it does mean that there has to
5 be consideration to allowing people to put
6 their cases on, the parties. I'm sorry. Yes,
7 ma'am.

8 MS. WALLMAN: Your Honor,
9 excepting that we're here to resolve factual
10 issues. I affiliate myself with Mr. Levy's
11 comments. WealthTV believes similarly we've
12 got a pretty straightforward case here.

13 JUDGE SIPPEL: Yes.

14 MS. WALLMAN: Obviously, we want
15 to do what will aid your decision making, your
16 consideration of the case. We're very happy
17 to put our direct case in on documents and
18 declarations.

19 JUDGE SIPPEL: All right.

20 MS. WALLMAN: What I'm concerned
21 about is the kind of discovery of the
22 dimension that Mr. Beckner has referred to in

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 general terms. I'm concerned that a process
2 that's very large, and very unwieldy is going
3 to be very difficult for WealthTV to manage,
4 and I recognize that we're the Complainant
5 here, but we've done our best to put before
6 this administrative court a case that we think
7 can be considered expeditiously.

8 JUDGE SIPPEL: All right. Well, I
9 hear that argument, too. It's a good
10 argument. I'm saying this, let me just make -
11 - my thinking is this, if your cases are so
12 cold-cocked, so to speak, why not just put
13 your cases in and rest? And if -- then they
14 could put their cases on, and the way that
15 they want to put it on, decision gets made,
16 and one way or the other somebody is going to
17 be right, and somebody is going to be wrong.

18 MR. LEVY: That's essentially what
19 we're proposing to do, Your Honor.

20 JUDGE SIPPEL: You can do that, if
21 you want.

22 MR. LEVY: That's essentially what

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 we're proposing to do.

2 MR. SOLOMON: The idea would be
3 they don't have to take discovery because they
4 don't think it's necessary for their case, but
5 if we think it's necessary for our's, we would
6 proceed. We're comfortable with that.

7 JUDGE SIPPEL: Yes. But, I mean,
8 the -- I'm sorry. Go ahead, finish up, sir.

9 MR. SOLOMON: I was just going to
10 say that obviously would save time if there
11 was half the discovery, if they didn't feel
12 discovery was necessary.

13 MS. WALLMAN: Let it be clear, I'm
14 not waiving discovery. If we're going to be
15 on the receiving end, it may be that we need
16 to be on the giving end.

17 JUDGE SIPPEL: I hear you, and I'm
18 not -- I still -- I mean, I think that this
19 has moved the progress of the case up a notch,
20 but I'm hearing you. I don't think anybody
21 ever waives discovery forever, and ever, and
22 ever.

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 MR. COHEN: Your Honor, if we're
2 talking about discovery, just so we're clear
3 from the Wealth defendants, we're not talking
4 about the IBM case. We're talking about
5 targeted document discovery.

6 JUDGE SIPPEL: Which IBM case?

7 MR. COHEN: The one that took 20
8 years. We're talking about limited document
9 discovery. We're prepared to live with a
10 limited number, we're prepared to complete it
11 within 30 days or so. I think that we are
12 prepared to live with expert depositions.
13 We're prepared to think about not taking fact
14 depositions. I think we can do that, but that
15 will still take a few months. And the fact of
16 the matter is, without those documents, the
17 case - at least the non-NFL, and non-MASN case
18 is not so straightforward. There is no
19 carriage agreement, and the question as to why
20 lots of other MSOs, "cable providers", cable
21 systems, and satellite providers do not carry
22 Wealth when they are not affiliated with any

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com

1 networks about which they're complaining is a
2 directly centrally relevant question. We need
3 to get documents relating to those
4 negotiations so we can cross examine their
5 witnesses.

6 Now, we're entitled to that. We
7 could do the document discovery expeditiously.
8 We need to work out a protective order. There
9 have been drafts exchanged, there have been
10 comments exchanged. We can get document
11 discovery out in a week or ten days. We can
12 finish that in a month or so. We can do a
13 limited amount of expert depositions, and move
14 the case along. We're not talking about six or
15 eight months of discovery, but we're not
16 talking about ten days, and it shouldn't be a
17 bum's rush.

18 If they're going to come forward
19 and try to prove their case, we should get the
20 relevant documents in which we can use, as Mr.
21 Solomon has said several times, to cross
22 examine their witnesses. With all due

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealgross.com

1 respect, canned direct is not the four corners
2 of a case. And if somebody wants to put in a
3 written direct, let it be challenged by their
4 own documents, and we'll see how it holds up
5 on cross examination. And to move this along,
6 to forego fact depositions, we would forego
7 fact depositions, but it will still take some
8 number of months to finish that.

9 March 1 - you asked a long time
10 ago for a date. March 1, to answer the
11 Court's first question. I think we could
12 complete that by the end of February, early
13 March.

14 MR. SOLOMON: Your Honor, we would
15 -- we're comfortable with that approach, with
16 one caveat, that we do think there's need for
17 fact depositions, particularly in the NFL and
18 MASN cases where there's lots of issues about
19 what went on with negotiations. So we would
20 tend to think of April 1st more than March 1st,
21 so that there could be an opportunity for at
22 least some fact depositions. And, again, if

NEAL R. GROSS

COURT REPORTERS AND TRANSCRIBERS
1323 RHODE ISLAND AVE., N.W.
WASHINGTON, D.C. 20005-3701

(202) 234-4433

www.nealrgross.com